

SUPPLEMENTAL AGREEMENT NO. 1 REGARDING UNE REMAND

Verizon New England Inc., d/b/a Verizon Maine ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Network Plus, Inc. a Delaware corporation with offices at 41 Pacella Park Drive, Randolph, Massachusetts 02368 ("Network Plus"), enter into this Supplemental Agreement No. 1 regarding UNE Remand Order, dated as of April 16, 2001 (this "Supplemental Agreement No. 1") (each of Verizon and Network Plus being referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, pursuant to an adoption letter dated February 9, 2001 (the "Adoption Letter"), Network Plus adopted in the State of Maine, pursuant to Section 252(i) of the Act, the Terms between Global NAPS and Verizon (the "Terms");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, Applicable Law.

NOW THEREFORE, in exchange for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Supplemental Agreement No. 1 to the Terms. Effective as of the date first set forth above, the Terms are hereby supplemented as follows:

(A) Loops.

(1) 4-Wire 56 kbps Loops. Notwithstanding anything set forth in the Terms and subject to the conditions set forth in Section 1(I) of this Supplemental Agreement No. 1, Verizon shall allow Network Plus to access a 4-Wire 56 kbps Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(A). "4-Wire 56 kbps Loop" means a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Network Plus in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as such issue may be revised from time to time after the date

first set forth above.

(2) DS3 Loops. Notwithstanding anything set forth in the Terms and subject to the conditions set forth in Section 1(I) of this Supplemental Agreement No. 1, Verizon shall allow Network Plus to access a DS3 Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(A). “DS3 Loop” will support the transmission of isochronous bipolar serial data at a rate of 44.736 megabits per second (MBPS) or 28 DS-1 channels. The DS-3 Loop include the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics. DS-3 specifications are referenced in Verizon’s TR72575 as revised from time to time.

(B) NID. (1) Notwithstanding anything set forth in the Terms, subject to the conditions set forth in Section 1(I) of this Supplemental Agreement No. 1 and at Network Plus’s request, Verizon shall permit Network Plus to connect a Network Plus Loop to the Inside Wiring of a Customer through the use of a Verizon NID (as such term is hereinafter defined) in the manner set forth in this Section 1(B). Verizon shall provide Network Plus with access to NIDs in accordance with, but only to the extent required by, Applicable Law. Network Plus may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining Network Plus NID deployed by Network Plus or, if an entrance module is available in the Verizon NID, by connecting a Network Plus Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer’s Inside Wire. An entrance module is available only if facilities are not connected to it.

(2) In no case shall Network Plus access, remove, disconnect or in any other way rearrange Verizon’s Loop facilities from Verizon’s NIDs, enclosures, or protectors.

(3) In no case shall Network Plus access, remove, disconnect or in any other way rearrange, a Customer’s Inside Wire from Verizon’s NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.

(4) In no case shall Network Plus remove or disconnect ground wires from Verizon’s NIDs, enclosures, or protectors.

(5) In no case shall Network Plus remove or disconnect NID modules, protectors, or terminals from Verizon’s NID enclosures.

(6) Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer’s Inside Wire must be resolved by the person who controls use of the wire (e.g. the Customer.)

(7) When Network Plus is connecting a Network Plus-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Network Plus does not need to submit a request to Verizon and Verizon shall not charge Network Plus for access to the Verizon NID. In such instances, Network Plus shall comply with the provisions of Sections 1(B)(2)-(6) of this Supplemental Agreement No. 1 and shall access the Customer's Inside Wire in the manner set forth in Section 1(B)(7)(i) of this Supplemental Agreement No. 1.

(i) Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Network Plus may access the Customer's Inside Wire, acting as the agent of the Customer, by any of the following means:

(a) Where an adequate length of Inside Wire is not present or environmental conditions do not permit, Network Plus may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(b) Network Plus may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* Network Plus, its agent, the building owner or the Customer). If Network Plus accesses the Customer's Inside Wire as described in this Section 1(B)(7)(i)(b), time and materials charges will be billed to the requesting party (*i.e.* Network Plus, its agent, the building owner or the Customer).

(C) Combinations. Notwithstanding anything set forth in the Terms and subject to the conditions set forth in Section 1(I) of this Supplemental Agreement No. 1, Verizon shall be obligated to provide a combination of network elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Network Plus, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

(D) Sub-Loop.

(1) Notwithstanding anything set forth in the Terms, subject to the conditions set forth in Section 1(I) of this Supplemental Agreement No. 1 and upon request, Verizon shall provide Network Plus with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(D) and the rates set forth in Exhibit A attached hereto. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such

facility (or network interface device (“NID”) if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Supplemental Agreement No. 1 or in the Terms, Verizon shall provide Network Plus with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(2) Network Plus may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide Network Plus with access to a drop and NID that, at the time of Network Plus’s request, Verizon is using to provide service to a Customer (as such term is hereinafter defined). The term “Customer” means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however*, that the term “Customer” does not include a Party. New drops will be installed in accordance with Verizon’s standard procedures. In some cases this may result in Network Plus being responsible for the cost of installing the drop.

(3) Network Plus may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a “COPIC”) or, if Network Plus is collocated at a remote terminal equipment enclosure (an “RTEE”) and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of Network Plus at an RTEE. To obtain access to a Sub-Loop, Network Plus shall install a COPIC on an easement or Right of Way obtained by Network Plus within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Network Plus COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. Network Plus shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

(4) Network Plus may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Network Plus, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop’s length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

(5) To order access to a Sub-Loop, Network Plus must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a Network Plus COPIC. To make such a request, Network Plus must submit to Verizon an application (a “Sub-Loop Interconnection Application”) that identifies the FDI at which Network Plus wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable’s supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of Network Plus’s demand for access to Sub-Loop at the requested FDI. Network Plus must submit the application fee set forth in Exhibit A attached hereto (a “Sub-Loop Application Fee”) with a Sub-Loop Interconnection Application.

Network Plus must submit Sub-Loop Interconnection Applications to:

USLA Project Manager
Verizon
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@Verizon.com

(6) Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to Network Plus a work order that describes the work that Verizon must perform to provide such access (a “Sub-Loop Work Order”) and a statements of the cost of such work (a “Sub-Loop Interconnection Cost Statement”).

(7) Network Plus shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of Network Plus’s receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if Network Plus breaches its payment obligation under this Section 1(D)(7). Upon Verizon’s completion of the work that Verizon must perform to provide Network Plus with access to a Sub-Loop, Verizon shall bill Network Plus, and Network Plus shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

(8) After Verizon has completed the installation of the interconnecting cable to a Network Plus COPIC and Network Plus has paid the full cost of such installation, Network Plus can request the Cross-Connection of Verizon Sub-Loop to the Network Plus COPIC. At the same time, Network Plus shall advise Verizon of the services that Network Plus plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. Network Plus shall run any crosswires within the COPIC.

(9) If Network Plus requests that Verizon reactivate an unused drop and NID, then Network Plus shall provide dial tone (or its DSL equivalent) on the Network Plus side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate Cross Connection to connect the Verizon Sub-Loop to the Network Plus dial tone or equivalent from the COPIC. If Network Plus requests that Verizon install a new drop and NID, then Network Plus shall provide dial tone (or its DSL equivalent) on the Network Plus side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate Cross Connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If Network Plus requests that Verizon provide Network Plus with access to a Sub-Loop that, at the time of Network Plus’s request, Verizon is using

to provide service to a Customer, then, after Network Plus has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, Network Plus shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the Network Plus's long-term number portability request.

(10) Verizon shall not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

(11) Verizon shall provide Network Plus with access to a Sub-Loop in accordance with negotiated intervals.

(12) Verizon shall repair and maintain a Sub-Loop at the request of Network Plus and subject to the time and material rates set forth in Exhibit A. Network Plus accepts responsibility for initial trouble isolation for Sub-Loop and providing Verizon with appropriate dispatch information based on its test results. If (a) Network Plus reports to Verizon a Customer trouble, (b) Network Plus requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then Network Plus shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Network Plus is not available at the appointed time. If as the result of Network Plus instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Network Plus by Verizon. If as the result of Network Plus instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Network Plus by Verizon.

(E) Dark Fiber. Notwithstanding anything set forth in the Terms, subject to the conditions set forth in Section 1(I) of this Supplemental Agreement No. 1 and upon request, Verizon shall provide Network Plus with access to Dark Fiber Loops (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(E) and the rates set forth in Exhibit A attached hereto. Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop and interoffice facilities (IOF) portions of the Verizon's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering.

(1) A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located

within a Customer premise, and that has not been activated through connection to the electronics that “light” it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:

(a) Verizon shall be required to provide a Dark Fiber Loop only where (a) one end of the Dark Fiber Loop terminates at Network Plus's collocation arrangement and (b) the other end terminates at the Customer premise. A CLEC demarcation point shall be established either in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper.

(b) Network Plus may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and Network Plus may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to Network Plus.

(c) A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).

(d) Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.

(e) At the Customer premise, unused fibers are not available to Network Plus pursuant to this Attachment unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to Network Plus.

(f) Dark Fiber will be offered to Network Plus in the condition that it is available in Verizon's network at the time that Network Plus submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for Network Plus's use.

(g) Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to Network Plus as Dark Fiber.

(h) Network Plus shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.

(i) Network Plus may not resell Dark Fiber purchased pursuant to this Attachment to third parties.

(j) In order to preserve the efficiency of its network, Verizon will limit Network Plus to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

(i) Revoke Dark Fiber leased to Network Plus upon a showing of need to the Commission and twelve (12) months' advance written notice to Network Plus; and

(ii) Revoke Dark Fiber leased to Network Plus upon a showing to the Commission that Network Plus underutilized fiber (less than OC-12) within any twelve (12) month period.

(iii) Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services or for future growth. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Network Plus order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Network Plus, or impair a Verizon obligation to serve as a carrier of last resort.

(k) Network Plus may not reserve Dark Fiber.

(l) Network Plus shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of Network Plus; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Network Plus's collocation arrangements with any proper optical cross connects or other equipment that Network Plus needs to access Dark Fiber before it submits an order for such access.

(F) Dark Fiber Interoffice Facilities (IOF).

(1) Notwithstanding anything set forth in the Terms, subject to the conditions set forth in Section 1(I) of this Supplemental Agreement No. 1 and upon request, Verizon shall provide Network Plus with access to a Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(F) and the rates set forth in Exhibit A attached hereto. A Dark Fiber IOF is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Network Plus central office but, in either case, without attached multiplexing, aggregation or other

electronics. Dark Fiber IOF is available between CLEC's collocation arrangements within two Verizon Central Offices, or between CLEC's collocation arrangement in a Verizon Central Office and Network Plus's CO.

(2) To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs shall govern the Dark Fiber IOF.

(3) A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified, Verizon will respond within fifteen (15) Business Days from receipt of the CLEC's request, indicating whether Unbundled Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval.

(4) Network Plus shall order Dark Fiber IOF and Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.

(5) Direct access to dark fiber loops or IOF that terminates in a Verizon premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.

(G) House and Riser.

(1) Notwithstanding anything set forth in the Terms, subject to the conditions set forth in Section 1(I) of this Supplemental Agreement No. 1 and upon request, Verizon shall provide to Network Plus access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(G) and the rates set forth in Exhibit A. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer (as such term is hereinafter defined) is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for Network Plus. Network Plus may access a House and Riser Cable only at the MPOE for such cable. Notwithstanding anything else set forth in this Supplemental Agreement No. 1 or in the Terms, Verizon shall provide Network Plus with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

(2) Network Plus must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

(i) Network Plus shall locate their compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

(ii) If suitable space is available, Network Plus shall install its terminal block no closer than fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

(iii) Network Plus's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Network Plus's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.

(iv) Network Plus shall identify its terminal block and equipment as a Network Plus facility.

(3) To provide Network Plus with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for Network Plus, (c) secure space for Network Plus in any building, (d) secure access to any portion of a building for Network Plus or (e) reserve space in any building for Network Plus.

(4) Network Plus must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to Network Plus service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to Network Plus's termination block, and Verizon shall determine how to perform such installation. Network Plus shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Network Plus in accordance with Network Plus's order for such services.

(5) If a Network Plus compatible connecting block or spare termination on Network Plus's connection block is not available at the time of installation, Verizon shall bill Network Plus, and Network Plus shall pay to Verizon, the Not Ready Charge set forth in Exhibit A and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in Exhibit A.

(6) Verizon shall perform all installation work on Verizon equipment. All Network Plus equipment connected to a House and Riser Cable shall comply with applicable industry standards.

(7) Verizon shall repair and maintain a House and Riser Cable at the request of Network Plus. Network Plus shall be solely responsible for investigating and determining the source of

all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) Network Plus reports to Verizon a Customer trouble, (b) Network Plus requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then Network Plus shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Network Plus is not available at the appointed time. If as the result of Network Plus instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Network Plus by Verizon. If as the result of Network Plus instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Network Plus by Verizon.

(H) Collocation in Remote Terminals. Notwithstanding anything set forth in the Terms, Verizon shall allow Network Plus to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Supplemental Agreement No. 1 or the Terms, Verizon shall allow Network Plus to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

(I) Limitations. Notwithstanding anything else set forth in the Terms or this Supplemental Agreement No. 1:

(1) Nothing contained in the Terms or this Supplemental Agreement No. 1 shall be deemed to constitute an agreement by Verizon that any item identified in the Terms or this Supplemental Agreement No. 1 as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to Network Plus on an unbundled basis. Nothing contained in the Terms or this Supplemental Agreement No. 1 shall limit Verizon's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Maine Public Utilities Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations under the Terms, this Supplemental Agreement No. 1 or Applicable Law.

(2) To the extent that Verizon is required by a change in Applicable Law to provide a network element on an unbundled basis to Network Plus, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a network

element to Network Plus, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Supplemental Agreement No. 1 and the Terms, as amended by this Supplemental Agreement No. 1. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Supplemental Agreement No. 1 or the Terms and Applicable Law governing the provision of a network element, prior to Verizon's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith a supplement to the Terms so that the Terms include terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) Verizon shall not provide Network Plus, and Network Plus shall not request from Verizon, access to a proprietary advanced intelligent network service.

(J) Notwithstanding anything set forth in the Terms, the terms "Loop", "Link", "ULL", "Unbundled Local Loop", "Local Link Transmission" and like terms as used in the Terms and this Supplemental Agreement No. 1 mean a transmission path that extends from a main distribution frame, DSX panel or functionally comparable piece of equipment in a Customer's serving end office to the rate demarcation point (or NID if installed at the rate demarcation point) in or at the Customer's premises and such terms may be used interchangeably in this Supplemental Agreement No. 1 and the Terms. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(K) Notwithstanding anything set forth in the Terms, the terms "Network Interface Device" and "NID" as used in the Terms and this Supplemental Agreement No. 1 mean an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier's telecommunications network on the property where a Customer's service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to Verizon's network.

(L) Notwithstanding anything else set forth in the Terms or this Supplemental Agreement No. 1 and subject to the conditions set forth in Section 1(I) of this Supplemental Agreement No. 1, Verizon shall provide access to 4 Wire 56 kbps Loops, DS3 Loops, NIDs, Combinations, Sub-Loop, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to 4 Wire 56 kbps Loops, DS3 Loops, NIDs, Combinations, Distribution Sub-Loop, Dark

Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the “Rates” and, individually, a “Rate”). Certain of these Rates are set forth in Exhibit A, which Rates Verizon shall charge Network Plus and Network Plus agrees to pay to Verizon. Network Plus acknowledges, however, that certain Rates are not set forth in Exhibit A as of the Effective Date but that Verizon is developing such Rates and Verizon has not finished developing such Rates as of the Effective Date. When Verizon finishes developing a Rate not included in Exhibit A as of the Effective Date, Verizon shall notify Network Plus in writing of such Rate in accordance with, and subject to, the notices provision of the Terms and thereafter shall bill Network Plus, and Network Plus shall pay to Verizon, for services provided under this Supplemental Agreement No. 1 on the Effective Date and thereafter in accordance with such Rate. Any notice provided by Verizon to Network Plus pursuant to this Section 1(L) shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to Network Plus and thereafter. Exhibit A may also include, for illustrative purposes only, rates and/or rate structures, as of the date hereof, for certain other unbundled Network Elements and/or combination of Network Elements that Network Plus may order after (but, for the avoidance of any doubt, not before) the Parties execute another supplement to the Terms (or execute new Terms, as the case may be) setting forth terms and conditions for provision of such other unbundled Network Elements and/or combinations of Network Elements; provided, however, that in such case, the rates and/or rates structures for such other unbundled Network Elements and/or combinations shall be Verizon’s applicable rates and/or rate structures therefor as in effect from time to time.

2. Conflict between this Supplemental Agreement No. 1 and the Terms. This Supplemental Agreement No. 1 shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Supplemental Agreement No. 1. In the event of a conflict between the terms and provisions of this Supplemental Agreement No. 1 and the terms and provisions of the Terms, this Supplemental Agreement No. 1 shall govern, *provided, however*, that the fact that a term or provision appears in this Supplemental Agreement No. 1 but not in the Terms, or in the Terms but not in this Supplemental Agreement No. 1, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Supplemental Agreement No. 1 may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Supplemental Agreement No. 1 have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Supplemental Agreement No. 1.

5. Scope of Supplemental Agreement No. 1. This Supplemental Agreement No. 1 shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Supplemental Agreement No. 1, and, except to the extent set forth in Section 1 of this Supplemental Agreement No. 1, the terms and provisions of the Terms shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Agreement No. 1 to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

VERIZON NEW ENGLAND INC., D/B/A
VERIZON MAINE

By: _____

Name Jeffrey A. Masoner

Title: Vice President – Interconnection Services Policy &
Planning

NETWORK PLUS, INC.

By: _____

Name:

Title:

EXHIBIT A

VERIZON MAINE - UNE REMAND ITEMS

I. UNE Remand Items¹

(a) Recurring Charges

| Service or Element Description: | | Recurring Charges |
|---------------------------------|--|----------------------------------|
| LOOPS | | |
| 1. | DS3 Loops Fixed Loop Fiber per ¼ mi. | \$850.87* \$15.41* |
| 2. | DDS loops (4-wire) Urban Suburban Rural | \$70.73* \$81.72* \$90.03* |

¹ All rates and/or rate structures set forth herein, that are marked with an asterisk (“*”), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal (“Order”); provided, however, that by entering into this Agreement, Network Plus does not waive any right it may have to seek a retroactive true-up if such a true-up is specified under the terms of such Order.

“Expedite” or “Expedited” charges listed in this pricing appendix apply in the following situations provided that Verizon agrees to provide the service on the requested basis: (1) Network Plus places an order for an unbundled network element for which standard intervals exist, and Network Plus requests a service date that is prior to the standard interval service date; (2) Network Plus requests an earlier service date on a pending standard or negotiated interval service order; or (3) Network Plus requests an installation outside of normally scheduled work hours.

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| | |
|---|----------|
| | |
| Stand-alone NID – 2 Wire - NID-to-NID | \$.72* |
| Stand-alone NID – 4 Wire- NID-to-NID | \$.86* |
| Stand-alone NID – DS1 (with smart jack) | \$6.63 |
| NID – 2 Wire per NID/month | \$.72* |
| NID – 4 Wire per NID/month | \$.86* |
| NID - Shared NID (multiple loops in a single NID) | \$6.63 |
| TC not ready- per occasion | \$77.37* |
| Time: first 30 minutes | \$77.37* |
| Subsequent 15 minutes (period or part) | \$9.29* |

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| Service or Element Description: | Recurring Charges |
|--|-------------------|
| SWITCH/PLATFORM | |
| Centrex Platform Features | |
| CTX Intercom | \$2.5758* |
| CTX Announcement | \$2.0774* |
| 3-Way Conference (CTX) | \$0.3419* |
| Automatic Callback | \$0.7965* |
| Distinctive Ring | \$0.0365* |
| Loudspeaker Paging | \$13.0290* |
| Meet-Me Conference (DMS only) | \$1.0132* |
| Selective Call Acceptance | \$0.0893* |
| Selective Call Forwarding | \$0.0248* |
| Selective Call Rejection | \$0.3015* |
| Six Way Conference | \$1.9619* |
| Music - on - Hold | - |
| Station Message Detail Record to Premise- CTX (DMS only) | \$52.0557* |
| | |
| 3. UNE-P Combinations | |
| # All monthly rates and usage charges associated with the individual network elements included in the UNE-P arrangements apply in accordance with rate regulations established for those elements. | |

| Service or Element Description: | Recurring Charges |
|------------------------------------|-------------------|
| | |
| | |
| EEL Combinations | |
| | |
| <u>Rates and Charges-Recurring</u> | |
| EEL Test Charge | |
| 2 Wire Analog per loop | |
| 2 Wire Digital per loop | \$0.19* |
| 4 Wire Analog per loop | \$0.46* |
| 4 Wire Digital (56 KD) per loop | \$0.54* |
| DS1 (1.5 mb) per loop | \$0.58* |
| DS3 (45 mb) per loop | \$7.64* |
| | \$5.52* |

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| | |
|--|-------------------------------|
| VG/DS0 EEL Mileage (Recurring) Inter-Office Mileage 1. Fixed 2. Per Mile Charge | \$8.67* \$.01* |
|--|-------------------------------|

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| Service or Element Description: | Recurring Charges |
|-------------------------------------|-------------------|
| IOF | |
| STS-1 | |
| Fixed per month | \$1004.32* |
| Variable per mile per month | \$18.41* |
| Service Access Charge (SAC) STS-1 | \$27.84* |
| Interconnection Access Charge (IAC) | \$17.26* |

| Service or Element Description: | Recurring Charges |
|--|-------------------|
| Subloops at FDI | |
| 2-wire Subloop | |
| Urban | \$9.24* |
| Suburban | \$11.08* |
| Rural | \$16.01 * |
| 4-wire Subloop | |
| Urban | \$12.67* |
| Suburban | \$16.03* |
| Rural | \$25.72* |
| Subloops at Pole, Pedestal, X-box, CEV | ICB |
| Subloops at RT (e.g.DSLAM) | ICB |
| Campus Wire- Continuous Property | ICB |
| House and Riser | |
| Building Access- per pair | \$0.47* |
| Floor Access- per floor risen, per pair | \$0.01* |
| Dark Fiber Loops | |
| Dark Fiber Loop - per 1/4 Mile (per pair) | \$23.56* |
| Loop Fixed Charge per pair | \$7.23* |
| Serving Wire Center Charge/SWC/pair | |

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| | |
|---|----------|
| | \$25.80* |
| Dark Fiber IOF | |
| Dark Fiber – IOF Mileage per pair per mile | \$71.12* |
| Serving Wire Center Charge/SWC/pair | \$25.80* |
| IOF Channel Termination- Per 1/4 Mile (per pair) | \$17.78* |
| IOF Channel Termination Fixed Charge | \$16.80* |

(b) Non-Recurring Charges

| Service or Element Description: | New Service |
|---|-------------|
| LOOPS | |
| | |
| DS3 Loops | |
| Service Order | \$23.63* |
| Service Order – Expedite | \$35.04* |
| Manual Intervention Surcharge | \$0.00* |
| Manual Intervention Surcharge- Expedite | \$0.00* |
| Service Connection -Other | \$198.44* |
| Service Connection -Other- Expedite | \$226.00* |
| Service Connection – CO Wiring | \$301.23* |
| Service Connection- CO Wiring- Expedite | \$426.90* |
| Installation Dispatch Out | \$89.86* |
| Installation Dispatch Out- Expedite | \$89.86* |
| | |
| DDS Loops (4 Wire) | |
| Service Order | \$64.44* |
| Service Order – Expedite | \$95.55* |
| Manual Intervention Surcharge | \$6.87* |
| Manual Intervention Surcharge- Expedite | \$10.19* |
| Service Connection -Other | \$123.55* |

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|---|-----------|
| Service Connection -Other- Expedite | \$123.55* |
| Service Connection – CO Wiring | \$39.87* |
| Service Connection- CO Wiring- Expedite | \$39.87* |
| Installation Dispatch Out | \$89.86* |
| Installation Dispatch Out- Expedite | \$89.86* |
| Stand-alone NID – 2 Wire, | \$.72* |
| Stand-alone NID – 4 Wire, | \$.86* |
| Shared NID | TBD |
| Stand-alone NID – DS1 | \$6.63* |
| Service Order | \$0.00* |
| Service Order – Expedite | \$0.00* |
| Manual Intervention Surcharge | \$21.05* |
| Manual Intervention Surcharge- Expedite | \$31.21* |
| Installation Dispatch Out | \$51.13* |
| Installation Dispatch Out- Expedite | \$67.71* |

| Service or Element Description: | New Service | Migration |
|---|-------------|-----------|
| SWITCH/PLATFORM | | |
| | | |
| UNE Centrex platform | | |
| | | |
| Single Link | | |
| | | |
| Service Order | \$0.00* | \$0.00* |
| Service Order – Expedite | \$0.00* | \$0.00* |
| Manual Intervention Surcharge | \$21.05* | \$40.38* |
| Manual Intervention Surcharge- Expedite | \$31.21* | \$59.88* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | N/A |
| Service Connection- CO Wiring- Expedite | \$9.87* | N/A |
| Installation Dispatch Out | \$73.93* | N/A |
| Installation Dispatch Out- Expedite | \$73.93* | N/A |

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| | | |
|---|-----------|-----------|
| | | |
| 2 to 9 links | | |
| Service Order | \$0.00* | \$14.18* |
| Service Order – Expedite | \$0.00* | \$21.02* |
| Manual Intervention Surcharge | \$61.86* | \$70.88* |
| Manual Intervention Surcharge- Expedite | \$91.73* | \$105.11* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | N/A |
| Service Connection- CO Wiring- Expedite | \$9.87* | N/A |
| Installation Dispatch Out | \$82.34* | N/A |
| Installation Dispatch Out- Expedite | \$82.34* | N/A |
| | | |
| 10+ Links | | |
| Service Order | \$14.18* | \$14.18* |
| Service Order – Expedite | \$21.02* | \$21.02* |
| Manual Intervention Surcharge | \$340.24* | \$300.72* |
| Manual Intervention Surcharge- Expedite | \$504.50* | \$445.90* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | N/A |
| Service Connection- CO Wiring- Expedite | \$9.87* | N/A |
| Installation Dispatch Out | \$89.42* | N/A |
| Installation Dispatch Out- Expedite | \$89.42* | N/A |

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| UNE ISDN Centrex Platform | New Service | Migration |
|---|-------------|-----------|
| | | |
| Single Link | | |
| | | |
| Service Order | \$21.48* | \$0.00* |
| Service Order – Expedite | \$31.85* | \$0.00* |
| Manual Intervention Surcharge | \$21.05* | \$40.38* |
| Manual Intervention Surcharge- Expedite | \$31.21* | \$59.88* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87* | NA |
| Installation Dispatch Out | \$73.93* | NA |
| Installation Dispatch Out- Expedite | \$73.93* | NA |
| | | |
| 2 to 9 Links | | |
| Service Order | \$21.48* | \$14.18* |
| Service Order – Expedite | \$31.85* | \$21.02* |
| Manual Intervention Surcharge | \$61.86* | \$70.88* |
| Manual Intervention Surcharge- Expedite | \$91.73* | \$105.11* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87 | NA |
| Installation Dispatch Out | \$82.34* | NA |
| Installation Dispatch Out- Expedite | \$82.34* | NA |
| | | |
| 10+ Links | | |
| Service Order | \$35.66* | \$14.18* |
| Service Order – Expedite | \$52.87* | \$21.02* |
| Manual Intervention Surcharge | \$340.24* | \$300.72* |
| Manual Intervention Surcharge- Expedite | \$504.50* | \$445.90* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14 |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87* | NA |
| Installation Dispatch Out | \$89.42* | NA |
| Installation Dispatch Out- Expedite | \$89.42* | NA |
| | | |
| | | |

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| UNE ISDN-PRI Platform | New Service | Migration |
|---|--------------------|------------------|
| | | |
| Service Order | \$64.44* | \$64.44* |
| Service Order – Expedite | \$95.55* | \$95.55* |
| Manual Intervention Surcharge | \$6.87* | \$6.87* |
| Manual Intervention Surcharge- Expedite | \$10.19* | \$10.19* |
| Service Connection –Other | \$236.12* | \$76.53* |
| Service Connection -Other- Expedite | \$282.40* | \$98.37* |
| Service Connection – CO Wiring | \$15.00* | NA |
| Service Connection- CO Wiring- Expedite | \$21.26* | NA |
| Installation Dispatch Out | \$89.86* | NA |
| Installation Dispatch Out- Expedite | \$89.86* | NA |
| | | |
| UNE DS1 DID / DOD / PBX Service Platform | New Service | Migration |
| | | |
| Service Order | \$64.44* | \$64.44* |
| Service Order – Expedite | \$95.55* | \$95.55* |
| Manual Intervention Surcharge | \$6.87* | \$6.87* |
| Manual Intervention Surcharge- Expedite | \$10.19* | \$10.19* |
| Service Connection –Other | \$236.12* | \$76.53* |
| Service Connection -Other- Expedite | \$282.40* | \$98.37* |
| Service Connection – CO Wiring | \$15.00* | NA |
| Service Connection- CO Wiring- Expedite | \$21.26* | NA |
| Installation Dispatch Out | \$89.86* | NA |
| Installation Dispatch Out- Expedite | \$89.86* | NA |
| | | |
| | | |
| UNE Coin/PAL Platform Service | New Service | Migration |
| | | |
| Single Link | | |
| Service Order | \$0.00* | \$0.00* |
| Service Order – Expedite | \$0.00* | \$0.00* |
| Manual Intervention Surcharge | \$21.05* | \$40.38* |
| Manual Intervention Surcharge- Expedite | \$31.21* | \$59.88* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87* | NA |
| Installation Dispatch Out | \$73.93* | NA |
| Installation Dispatch Out- Expedite | \$73.93* | NA |
| | | |

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| | | |
|---|--------------------|------------------|
| 2 to 9 Links | | |
| Service Order | \$0.00* | \$14.18* |
| Service Order – Expedite | \$0.00* | \$21.02* |
| Manual Intervention Surcharge | \$61.86* | \$70.88* |
| Manual Intervention Surcharge- Expedite | \$91.73* | \$105.11* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87* | NA |
| Installation Dispatch Out | \$82.34* | NA |
| Installation Dispatch Out- Expedite | \$82.34* | NA |
| | | |
| 10+ Links | | |
| Service Order | \$14.18* | \$14.18* |
| Service Order – Expedite | \$21.02* | \$21.02* |
| Manual Intervention Surcharge | \$340.24* | \$300.72* |
| Manual Intervention Surcharge- Expedite | \$504.50* | \$445.90* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87* | NA |
| Installation Dispatch Out | \$89.42* | NA |
| Installation Dispatch Out- Expedite | \$89.42* | NA |
| | | |
| | | |
| UNE POTS Platform | New Service | Migration |
| | | |
| Single Link | | |
| | | |
| Service Order | \$0.00* | \$0.00* |
| Service Order – Expedite | \$0.00* | \$0.00* |
| Manual Intervention Surcharge | \$21.05* | \$40.38* |
| Manual Intervention Surcharge- Expedite | \$31.21* | \$59.88* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87* | NA |
| Installation Dispatch Out | \$73.93* | NA |
| Installation Dispatch Out- Expedite | \$73.93* | NA |
| | | |
| 2 to 9 Links | | |

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| | | |
|---|--------------------|------------------|
| Service Order | \$0.00* | \$14.18* |
| Service Order – Expedite | \$0.00* | \$21.02* |
| Manual Intervention Surcharge | \$61.86* | \$70.88* |
| Manual Intervention Surcharge- Expedite | \$91.73* | \$105.11* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87* | NA |
| Installation Dispatch Out | \$82.34* | NA |
| Installation Dispatch Out- Expedite | \$82.34* | NA |
| | | |
| 10+ Links | | |
| Service Order | \$14.18* | \$14.18* |
| Service Order – Expedite | \$21.02* | \$21.02* |
| Manual Intervention Surcharge | \$340.24* | \$300.72* |
| Manual Intervention Surcharge- Expedite | \$504.50* | \$445.90* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87* | NA |
| Installation Dispatch Out | \$89.42* | NA |
| Installation Dispatch Out- Expedite | \$89.42* | NA |
| | | |
| UNE ISDN BRI Platform | New Service | Migration |
| | | |
| Single Link | | |
| | | |
| Service Order | \$21.48* | \$0.00* |
| Service Order – Expedite | \$31.85* | \$0.00* |
| Manual Intervention Surcharge | \$21.05* | \$40.38* |
| Manual Intervention Surcharge- Expedite | \$31.21* | \$59.88* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54 | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87* | NA |
| Installation Dispatch Out | \$73.93* | NA |
| Installation Dispatch Out- Expedite | \$73.93* | NA |
| | | |
| 2 to 9 Links | | |
| Service Order | \$21.48* | \$14.18* |
| Service Order – Expedite | \$31.85* | \$21.02* |

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| | | |
|--|--------------------|------------------|
| Manual Intervention Surcharge | \$61.86* | \$70.88* |
| Manual Intervention Surcharge- Expedite | \$91.73* | \$105.11* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87* | NA |
| Installation Dispatch Out | \$82.34* | NA |
| Installation Dispatch Out- Expedite | \$82.34* | NA |
| | | |
| 10+ Links | | |
| Service Order | \$35.66* | \$14.18* |
| Service Order – Expedite | \$52.87* | \$21.02* |
| Manual Intervention Surcharge | \$340.24* | \$300.72* |
| Manual Intervention Surcharge- Expedite | \$504.50* | \$445.90* |
| Service Connection –Other | \$2.54* | \$2.14* |
| Service Connection -Other- Expedite | \$2.54* | \$2.14* |
| Service Connection – CO Wiring | \$9.87* | NA |
| Service Connection- CO Wiring- Expedite | \$9.87* | NA |
| Installation Dispatch Out | \$89.42* | NA |
| Installation Dispatch Out- Expedite | \$89.42* | NA |
| | | |
| | | |
| 4. UNE Foreign Exchange (FX)- Platform - POTS | New Service | Migration |
| | | |
| Single Link | | |
| | | |
| Service Order | \$0.00* | \$0.00* |
| Service Order – Expedite | \$0.00* | \$0.00* |
| Manual Intervention Surcharge | \$21.05* | \$40.38* |
| Manual Intervention Surcharge- Expedite | \$31.21* | \$59.88* |
| Service Connection –Other | \$200.98* | \$2.14* |
| Service Connection -Other- Expedite | \$228.54* | \$2.14* |
| Service Connection – CO Wiring | \$129.10* | NA |
| Service Connection- CO Wiring- Expedite | \$171.92* | NA |
| Installation Dispatch Out | \$73.93* | NA |
| Installation Dispatch Out- Expedite | \$73.93* | NA |
| | | |
| 2 to 9 Links | | |
| Service Order | \$0.00* | \$14.18* |
| Service Order – Expedite | \$0.00* | \$21.02* |

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| | | |
|--|-----------|-----------|
| Manual Intervention Surcharge | \$61.86* | \$70.88* |
| Manual Intervention Surcharge- Expedite | \$91.73* | \$105.11* |
| Service Connection –Other | \$200.98* | \$2.14* |
| Service Connection -Other- Expedite | \$228.54* | \$2.14* |
| Service Connection – CO Wiring | \$129.10* | NA |
| Service Connection- CO Wiring- Expedite | \$171.92* | NA |
| Installation Dispatch Out | \$82.34* | NA |
| Installation Dispatch Out- Expedite | \$82.34* | NA |
| | | |
| 10+ Links | | |
| Service Order | \$14.18* | \$14.18* |
| Service Order – Expedite | \$21.02* | \$21.02* |
| Manual Intervention Surcharge | \$340.24* | \$300.72* |
| Manual Intervention Surcharge- Expedite | \$504.50* | \$445.90* |
| Service Connection –Other | \$200.98* | \$2.14* |
| Service Connection -Other- Expedite | \$228.54* | \$2.14* |
| Service Connection – CO Wiring | \$129.10* | NA |
| Service Connection- CO Wiring- Expedite | \$171.92* | NA |
| Installation Dispatch Out | \$89.42* | NA |
| Installation Dispatch Out- Expedite | \$89.42* | NA |
| | | |
| 5. UNE Foreign Exchange (FX) Platform- ISDN-BRI | | |
| | | |
| Single Link | | |
| | | |
| Service Order | \$21.48* | \$0.00* |
| Service Order – Expedite | \$31.85* | \$0.00* |
| Manual Intervention Surcharge | \$21.05* | \$40.38* |
| Manual Intervention Surcharge- Expedite | \$31.21* | \$59.88* |
| Service Connection –Other | \$200.98* | \$2.14* |
| Service Connection -Other- Expedite | \$228.54* | \$2.14* |
| Service Connection – CO Wiring | \$129.10* | NA |
| Service Connection- CO Wiring- Expedite | \$171.92* | NA |
| Installation Dispatch Out | \$73.93* | NA |
| Installation Dispatch Out- Expedite | \$73.93* | NA |
| | | |
| 2 to 9 Links | | |
| Service Order | \$21.48* | \$14.18* |
| Service Order – Expedite | \$31.85* | \$21.02* |
| Manual Intervention Surcharge | \$61.86* | \$70.88* |

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| | | |
|--|-----------|-----------|
| Manual Intervention Surcharge- Expedite | \$91.73* | \$105.11* |
| Service Connection –Other | \$200.98* | \$2.14* |
| Service Connection -Other- Expedite | \$228.54* | \$2.14* |
| Service Connection – CO Wiring | \$129.10* | NA |
| Service Connection- CO Wiring- Expedite | \$171.92* | NA |
| Installation Dispatch Out | \$82.34* | NA |
| Installation Dispatch Out- Expedite | \$82.34* | NA |
| | | |
| 10+ Links | | |
| Service Order | \$35.66* | \$14.18* |
| Service Order – Expedite | \$52.87* | \$21.02* |
| Manual Intervention Surcharge | \$340.24* | \$300.72* |
| Manual Intervention Surcharge- Expedite | \$504.50* | \$445.90* |
| Service Connection –Other | \$200.98* | \$2.14* |
| Service Connection -Other- Expedite | \$228.54* | \$2.14* |
| Service Connection – CO Wiring | \$129.10* | NA |
| Service Connection- CO Wiring- Expedite | \$171.92* | NA |
| Installation Dispatch Out | \$89.42* | NA |
| Installation Dispatch Out- Expedite | \$89.42* | NA |
| | | |
| 6. UNE Foreign Exchange (FX) Platform- ISDN-PRI | | |
| | | |
| | | |
| Service Order | \$64.44* | \$64.44* |
| Service Order – Expedite | \$95.55* | \$95.55* |
| Manual Intervention Surcharge | \$6.87* | \$6.87* |
| Manual Intervention Surcharge- Expedite | \$10.19* | \$10.19* |
| Service Connection –Other | \$434.56* | \$76.53* |
| Service Connection -Other- Expedite | \$508.40* | \$98.37* |
| Service Connection – CO Wiring | \$191.07* | NA |
| Service Connection- CO Wiring- Expedite | \$254.16* | NA |
| Installation Dispatch Out | \$89.86* | NA |
| Installation Dispatch Out- Expedite | \$89.86* | NA |
| | | |
| UNE Foreign Exchange (FX) Platform- DS1 DID / DOD / PBX | | |
| | | |
| Service Order | \$64.44* | \$64.44* |
| Service Order – Expedite | \$95.55* | \$95.55* |
| Manual Intervention Surcharge | \$6.87* | \$6.87* |
| Manual Intervention Surcharge- Expedite | \$10.19* | \$10.19* |

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| | | |
|---|-----------|----------|
| Service Connection –Other | \$434.56* | \$76.53* |
| Service Connection -Other- Expedite | \$508.40* | \$98.37* |
| Service Connection – CO Wiring | \$191.07* | NA |
| Service Connection- CO Wiring- Expedite | \$254.16* | NA |
| Installation Dispatch Out | \$89.86* | NA |
| Installation Dispatch Out- Expedite | \$89.86* | NA |

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| Service or Element Description: | New Service |
|---------------------------------|-------------|
| EEL | |
| | |
| EEL VG/DSO Mileage (Recurring) | TBD |
| Inter-Office Mileage | |
| 1. Fixed | TBD |
| 2. Per Mile Charge | TBD |

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| Service or Element Description: | New Service |
|---|-------------|
| IOF | |
| STS-1 | |
| Service Order | \$23.63* |
| Service Order – Expedite | \$35.04* |
| Manual Intervention Surcharge | \$0.00* |
| Manual Intervention Surcharge- Expedite | \$0.00* |
| Service Connection –Other | \$198.44* |
| Service Connection -Other- Expedite | \$226.00* |
| Service Connection – CO Wiring | \$301.23* |
| Service Connection- CO Wiring- Expedite | \$426.90* |

| Service or Element Description: | New Service |
|---|-------------|
| | |
| | |
| Subloops at FDI | |
| | |
| UNE Subloop Arrangement (USLA) 2 Wire -New | |
| Initial | |
| Service Order | \$21.48* |
| Service Order – Expedite | \$31.85* |
| Manual Intervention Surcharge | \$21.05* |
| Manual Intervention Surcharge- Expedite | \$31.21* |
| Service Connection –Other | \$1.60* |
| Service Connection -Other- Expedite | \$1.60* |
| Installation Dispatch Out | \$119.70* |
| Installation Dispatch Out- Expedite | \$158.52* |
| | |
| 7. Additional | |
| Service Order | \$21.48* |
| Service Order – Expedite | \$31.85* |
| Manual Intervention Surcharge | \$21.05* |
| Manual Intervention Surcharge- Expedite | \$31.21* |
| Service Connection –Other | \$1.60* |
| Service Connection -Other- Expedite | \$1.60* |
| Installation Dispatch Out | \$46.83* |

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| | |
|--|-----------|
| Installation Dispatch Out- Expedite | \$62.02* |
| | |
| | |
| Subloop 2 Wire Loop Through – UNE Subloop Arrangement (USLA)- (Migration) | |
| Initial | |
| Service Order | \$21.48* |
| Service Order – Expedite | \$31.85* |
| Manual Intervention Surcharge | \$21.05* |
| Manual Intervention Surcharge- Expedite | \$31.21* |
| Service Connection –Other | \$49.63* |
| Service Connection -Other- Expedite | \$49.63* |
| Installation Dispatch Out | \$136.35* |
| Installation Dispatch Out- Expedite | \$180.57* |
| | |
| 8. Additional | |
| Service Order | \$21.48* |
| Service Order – Expedite | \$31.85* |
| Manual Intervention Surcharge | \$21.05* |
| Manual Intervention Surcharge- Expedite | \$31.21* |
| Service Connection –Other | \$49.63* |
| Service Connection -Other- Expedite | \$49.63* |
| Installation Dispatch Out | \$63.16* |
| Installation Dispatch Out- Expedite | \$85.65* |
| | |
| | |
| UNE Subloop Arrangement (USLA) 4 Wire – New | |
| Initial | |
| Service Order | \$64.44* |
| Service Order – Expedite | \$95.55* |
| Manual Intervention Surcharge | \$6.87* |
| Manual Intervention Surcharge- Expedite | \$10.19* |
| Service Connection –Other | \$1.60* |
| Service Connection -Other- Expedite | \$1.60* |
| Installation Dispatch Out | \$150.49* |
| Installation Dispatch Out- Expedite | \$199.30* |
| | |
| 9. Additional | |
| Service Order | \$64.44* |

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| | |
|--|-----------|
| Service Order – Expedite | \$95.55* |
| Manual Intervention Surcharge | \$6.87* |
| Manual Intervention Surcharge- Expedite | \$10.19* |
| Service Connection –Other | \$1.60* |
| Service Connection -Other- Expedite | \$1.60* |
| Installation Dispatch Out | \$82.50* |
| Installation Dispatch Out- Expedite | \$109.26* |
| | |
| | |
| Subloop 4 Wire Loop Through – UNE Subloop Arrangement (USLA)- (Migration) | |
| Initial | |
| Service Order | \$64.44* |
| Service Order – Expedite | \$95.55* |
| Manual Intervention Surcharge | \$6.87* |
| Manual Intervention Surcharge- Expedite | \$10.19* |
| Service Connection –Other | \$49.63* |
| Service Connection –Other- Expedite | \$49.63* |
| Installation Dispatch Out | \$152.61* |
| Installation Dispatch Out- Expedite | \$202.10* |
| | |
| 10. Additional | |
| Service Order | \$64.44* |
| Service Order – Expedite | \$95.55* |
| Manual Intervention Surcharge | \$6.87* |
| Manual Intervention Surcharge- Expedite | \$10.19* |
| Service Connection –Other | \$49.63* |
| Service Connection –Other- Expedite | \$49.63* |
| Installation Dispatch Out | \$75.94* |
| Installation Dispatch Out- Expedite | \$100.57* |
| | |
| | |
| Subloops at Pole, Pedestal, X-box, CEV | ICB |
| Subloops at Pole, Pedestal, X-box, CEV | ICB |
| Subloops at RT (e.g.DSLAM) | ICB |
| Subloops at NID (NIDless loops) | ICB |
| Campus Wire- Continuous Property | ICB |
| | |
| House and Riser | |
| Building Setup Service Cost | \$112.00* |

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| | |
|--|--------------------|
| Per 50 pair | |
| House and Riser Cable Service Installation Charge, -Per occasion | Time & Material |
| Building Access- per pair | \$0.47* |
| Floor Access- per floor risen, per pair | \$0.01* |
| Time ² : First 30 minutes | \$77.37* |
| Subsequent 15 minutes Period or fraction thereof | \$9.29* |
| TC not Ready (per occasion) | \$77.37* |

| | |
|---|----------------|
| Dark Fiber IOF | New Service |
| Service Order Charge | |
| Service Order | \$61.39* |
| Service Order – Expedite | \$90.39* |
| Service Connection Charge | |
| Service Connection CO Wiring | \$40.04* |
| Service Connection CO Wiring –Expedite | \$56.42* |
| | |
| Service Connection- Other | \$210.15* |
| Service Connection- Other- Expedited | \$268.89* |
| | |
| Installation Dispatch Charge | \$142.99* |
| Installation Dispatch Charge- Expedited | \$189.36* |
| | |
| Dark Fiber Loop | |
| Service Order Charge | |
| Service Order | \$61.39* |
| Service Order – Expedite | \$90.39* |

² A dispatch of a technician during hours not sequential to that technician's normal scheduled tour of duty has a four-hour minimum charge.

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|--|-----------|
| Service Connection Charge | |
| Service Connection Charge -CO Wiring | \$36.20* |
| Service Connection CO Wiring –Expedite | \$51.01* |
| Service Connection Other | \$195.74* |
| Service Connection- Other Charge- Expedited | \$271.41* |
| Installation Dispatch Charge | \$142.99* |
| Installation Dispatch Charge- Expedited | \$189.36* |
| Record Review- per record | \$293.60* |
| | |
| Time & materials | |
| Network Transport Engineering-Planning per hour | \$51.21* |
| Network Transport Engineering- Planning- per hour- Expedited | \$72.24* |
| | \$51.21* |
| Network Transport Engineering- Design per hour | |
| Network Transport Engineering- Design per hour- Expedite | \$72.24* |
| OSP Operations per hour | \$50.01* |
| OSP Operations per hour- Expedite | \$68.20* |
| CO Frame per hour | \$39.48* |
| CO Frame per hour– Expedite | \$55.95* |